



REQUEST FOR PROPOSALS

RFP # 2014-03

Legal Services Retainer

ISSUE DATE: October 31, 2014

CLOSING DATE: November 17, 2014

CLOSING TIME: 1:00 PM, Pacific Time

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OREGON INSTITUTE OF TECHNOLOGY REQUEST FOR PROPOSALS

Legal Services Retainer

Section I - Information Regarding Proposal

INTRODUCTION

The Oregon Institute of Technology (“Oregon Tech”) is seeking proposals to select one or more legal service firms to act as legal counsel for Oregon Tech and its Board of Trustees. Oregon Tech is in a unique situation as it transitions from receiving legal services through the Office of General Counsel for the Oregon University System, to contracting for its own legal counsel when its Board of Trustees assumes governing authority for the University on July 1, 2015. These unique circumstances are further described in this RFP.

IMPORTANT NOTICE

It will be the responsibility of potential proposers to refer daily to the OUS Procurement Gateway website (<https://secure.ous.edu/bid/>) to check for any available addenda, response to clarifying questions, cancellations or other information pertaining to this Request for Proposals (“RFP”).

GENERAL INFORMATION

Issuing Office: The Office of Strategic Partnerships and Government Relations is the Issuing Office and is the sole point of contact for clarifications regarding technical specifications in this RFP. The Oregon Tech Purchasing and Contract Services Office is the sole point of contact regarding the RFP process. All correspondence pertaining to these two matters should be appropriately addressed to the contact persons below:

Content and Technical Specifications

Lita Colligan, Associate Vice President
Telephone: 503-821-1247
Email: Lita.Colligan@oit.edu

RFP Process Questions:

George Marlton, Exec. Dir. Procurement and Contract Services
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SCHEDULE OF EVENTS

The timing and sequence of events resulting from this RFP will be ultimately determined by Oregon Tech. This Schedule is illustrative of optimal timing goals, but may be changed.

| | |
|--|---|
| RFP Issue Date..... | October 31, 2014 |
| Deadline for Protest of Specifications | November 7, 2014 (5:00 pm, PT) |
| All Clarifying Questions Due | November 11, 2014 (5:00 pm, PT) |
| Notice of Interest Deadline | November 11, 2014 (5:00 pm, PT) |
| Closing Date (Proposals Due)..... | November 17, 2014 (1:00 pm, PT) |
| Finalist Presentations (if required) | November 24 – December 5, 2014 |
| Deadline for Protest of Award | 5 calendar days after date on Notice of Award letter |
| Anticipated Contract Begin Date | December 15, 2014 |

GENERAL PROVISIONS

Oregon Tech reserves the right to reject any and all Proposals received as a result of this RFP. Oregon Administrative Rules Chapter 580, Divisions 61 and 62 govern the procurement process for Oregon Tech.

1. Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the closing deadline, provided that a written request is received by Oregon Tech Director of Purchasing and Contract Services, prior to the Closing date. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2. Notice of Interest. The Notice of Interest (form attached below) should be submitted to the office of the Oregon Tech Director of Purchasing and Contract Services by 5:00 p.m., on the date indicated in the Schedule of Events, via email, fax or hardcopy. In the notice, the Proposer must provide the name of the primary contact person, plus that person's telephone number and email address for communication of information about the RFP, answers to questions submitted by Proposers, and other matters about the selection process. Proposers that complete and return the Notice will receive the same supplementary information. Submission of the Notice of Interest is not a mandatory requirement in order for Proposers to submit a Proposal.

3. Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule of Events, at the Purchasing and Contract Services address or email address as listed in the Contact Information section of the RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements.

The purpose of this requirement is to permit Oregon Tech to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict

competition.

Oregon Tech will consider all requested changes and, if appropriate, amend the RFP. Oregon Tech will provide reasonable notice of its decision to all Proposers that submit a Notice of Interest and on the OUS Procurement Gateway.

No oral or written instructions or information concerning this RFP from Oregon Tech managers, employees or agents to prospective Proposers shall bind Oregon Tech unless included in an Addendum to the RFP.

4. Protests of the RFP/Specifications: Protests must be in accordance with OAR 580-061-0145. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule of Events, or within three business days of issuance of any addendum, at the Purchasing and Contract Services address or email address as listed in the Contact Information section of the RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

5. Addenda: If any part of this RFP is amended, addendum will be provided on the OUS Procurement Gateway website (www.ous.edu/about/bo), with a copy to all parties who submit the Notice of Interest.

6. Post-Selection Review and Protest of Award: Oregon Tech will name the apparent successful Proposer(s) in a “Notice of Intent to Award” letter. Oregon Tech may select one or more successful Proposers, based on expertise in specified legal disciplines. Identification of the apparent successful Proposer(s) is procedural only and creates no right in the named Proposer(s) to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given five (5) calendar days from the date on the “Notice of Intent to Award” letter to review the file and evaluation report at the Purchasing and Contract Services office and file a written protest of award, pursuant to OAR 580-061-0145. Any award protest must be in writing and must be delivered by hand delivery, mail or email to the address for the Purchasing and Contract Services Office as listed in the Contact Information section of the RFP.

Oregon Tech will consider any protests received and:

- (A) reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- (B) sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, Oregon Tech may name a new apparent successful Proposer; OR
- (C) reject all Proposals and cancel the procurement.

The Oregon Tech Vice President for Finance and Administration or designee will timely respond to the protest after receipt. This decision shall be final.

7. Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of Oregon Tech.

8. Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued.

This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.” ORS 192.500(1). Therefore, non-disclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

9. Investigation of References: Oregon Tech reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers and any other factor relevant to this RFP. Oregon Tech may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

10. RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by Oregon Tech) or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by Oregon Tech.

11. Clarification and Clarity: Oregon Tech reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear and favorable manner possible.

12. Right to Reject Proposals: Oregon Tech reserves the right to reject any or all Proposals, if such rejection would be in the public interest, as determined by Oregon Tech.

13. Cancellation: Oregon Tech reserves the right to cancel or postpone this RFP at any time or to award no contract.

14. Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of 60 calendar days following the Closing date. Oregon Tech may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

15. Oral Presentations: At Oregon Tech’s sole option, Proposers may be required to give an oral presentation of their Proposals to Oregon Tech, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer’s original Proposal. If the evaluating committee requests presentations, the Issuing Office will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by Oregon Tech. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

16. Usage: It is the intention of Oregon Tech to utilize the services of the successful Proposer(s) to provide

services as outlined in the below Scope of Work.

17. Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms listed in Exhibit A – Oregon Institute of Technology Agreement for Legal Service, attached hereto and made a part hereof. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 3 and 4 of the "General Provisions" of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP.

18. Review for Responsiveness: Upon receipt of all Proposals, the Issuing Office or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. Oregon Tech reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

19. Rejections and Withdrawals. Oregon Tech reserves the right to reject any or all Proposals or to withdraw any item from the award.

20. RFP Incorporated into Contract. This RFP will become part of the Contract between Oregon Tech and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of Exhibit A.

21. Communication Blackout Period. Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee about the RFP until the apparent successful Proposer is selected, and all protests, if any, have been resolved.

22. Prohibition on Commissions. Oregon Tech will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process.

23. Ownership of Proposals. All proposals in response to this RFP are the sole property of Oregon Tech, and subject to the provisions of Oregon Revised Statutes ORS 192.410-192.505 (Public Records Act).

24. Clerical Errors in Awards. Oregon Tech reserves the right to correct inaccurate awards resulting from its clerical errors.

25. Rejection of Qualified Proposals. Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions or specifications of the RFP or the Oregon Tech Sample Contract.

26. Collusion. By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, or employee of Oregon Tech has a pecuniary interest in this Proposal.

27. Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from Oregon Tech. Oregon Tech reserves the right to modify the Evaluation Committee make-up in its

sole discretion. The committee's recommendations will be forwarded to the Vice President for Finance and Administration, or designee, for final approval.

28. Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by Oregon Tech.

29. Best and Final Offer: Oregon Tech may request best and final offers from those Proposers determined by Oregon Tech to be reasonably viable for contract award. However, Oregon Tech reserves the right to award a contract on the basis of initial proposal received. Therefore, each proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, Oregon Tech may select for final contract negotiations/execution the offers that are most advantageous to Oregon Tech, considering cost and the evaluation criteria in this RFP.

TERM OF CONTRACT

The Contract is expected to begin on or about December 15, 2014, and extend to June 30, 2016, with an option for annual renewals thereafter, subject to the Contractor's continued successful performance as determined by Oregon Tech. Oregon Tech intends to reserve the right upon 30 days' notice to the Contractor to terminate the Contract for its convenience.

DELIVERY OF PROPOSALS

Proposals may be submitted via two methods.

Method #1: An original copy of the Proposal, and an electronic copy (on compact disk) of the complete Proposal must be received on or before 1:00 p.m. Pacific Time, November 17, 2014. The envelope/package containing the response must be clearly marked "**Response to RFP #2014-03.**"

Method #2: Complete proposals (including all attachments) with all required signatures, may be emailed and must be electronically received by 1:00 p.m. Pacific Time, November 17, 2014. **Email subject line must be "Response to RFP#2014-03."** Proposals delayed or lost by email system filtering or failures may be considered at Oregon Tech's sole discretion.

It is the responsibility of the Proposer to ensure that Proposals arrive by the closing date and time. **NO LATE PROPOSALS WILL BE ACCEPTED, except as set out in Method #2 of "Delivery of Proposals."** Proposals may not be submitted by telephone or fax. Proposals may be hand delivered, mailed, or e-mailed to:

**Mailing Address including
Hand Delivery, UPS, and FEDEX:**

Procurement and Contract Services
27500 SW Parkway Avenue
Wilsonville, OR 97070

Email:

Purchasing@oit.edu

Proposals will be publicly opened by a designee in the Purchasing and Contract Services Office on the Closing Date.

BACKGROUND

The Oregon Institute of Technology (Oregon Tech) is an institution founded on the principles of excellence through hands-on knowledge. We believe in giving students a rigorous, practical education while applying cutting-edge concepts for real-world solutions.



As the Pacific Northwest's only public institute of technology, we take pride in our mission to deliver technology education. We continually partner with industry leaders to ensure that our programs and classes are at the top of the board with adapting to new technology and preparing students for workforce demands.

This real-world focus gives our students a competitive edge: **87 percent** are either employed or enrolled in graduate school within six months after graduation. Year after year, our baccalaureate graduates earn excellent starting salaries. New graduates earn an average starting salary of **\$56,000** per year. We also attribute this to our dedicated professors, who provide personalized attention and are genuinely invested in their students' learning. A total enrollment of about 4,400 allows for an intimate campus environment distinguished by small classes and a student-to-faculty ratio of **13:1**. This personal approach provides many benefits of a prestigious private education at a public price.

Hands-on Education

Our individualized and applied approach to teaching, which blends theory and practice, is the main reason our alumni are so avidly recruited. Whether they study software engineering, vascular technology, management, or dental hygiene, Oregon Tech students have amazing opportunities to apply what they learn in lab-based classes, clinics, externships and workplaces. This practical focus is reinforced in the classroom by instructors who come to Oregon Tech with relevant business, industrial, or clinical experience.

And in every program, major studies are underscored by a general-education core that broadens students' understanding of the world and teaches them to communicate effectively, solve problems and think for themselves. Oregon Tech is best known for its traditional engineering and technological core, but new degree options (and surprising twists on old ones) are remarkably multi-dimensional. A Geomatics student might use GIS technology to survey an archeological excavation, or a Mechanical Engineering student may complete a cross-disciplinary application in sustainability. A Communication Studies major might compile a technical manual for an Oregon Renewable Energy Center project. Information Technology and Health Informatics or Management students might specialize in allied health management.

Campus Locations

Oregon Tech has locations throughout the Pacific Northwest. In Oregon, this includes the traditional, residential campus in Klamath Falls, the urban campus in Wilsonville, as well as sites in La Grande and Salem. In Washington, Oregon Tech offers degrees to employees of The Boeing Company at sites in the Puget Sound area. Oregon Tech Online delivers a variety of programs with convenience and flexibility.



Oregon Tech, a public, state-supported institution belonging to the Oregon University System, is accredited by the Northwest Commission on Colleges and Universities. Individual programs also are accredited by the appropriate professional organizations.

Governance

Since its founding in 1947, the Oregon Institute of Technology has been governed by the Oregon State Board of Higher Education, the governing board for the seven public universities in Oregon. In 2011, the Oregon Legislative Assembly enacted Senate Bill 242, which was an amalgam of higher education reform proposals made by the Legislature's Joint Committee on Higher Education and the higher education governance reform proposals made by the Oregon University System. The bill provided the State Board of Higher Education and the chancellor with additional power and authority and the Oregon University System with relief from certain state regulatory requirements but did not provide additional authority or autonomy to the universities and their presidents.

Senate Bill 270, passed by the Legislative Assembly in 2013, established the University of Oregon, Portland State University and Oregon State University as independent public bodies with a strong Board of Trustees based on the model pioneered by Oregon Health and Science University (OHSU) when it was split off from the Oregon University System in 1995. The bill also provided the option for the technical and regional universities (TRUs), Eastern Oregon University, Oregon Institute of Technology, Southern Oregon University, and Western Oregon University, to seek approval for independent governing boards from the Governor and the State Board of Higher Education. In April 2014, the State Board of Higher Education authorized the Oregon Institute of Technology to establish a Board of Trustees, appointed by the Governor and approved by the Senate, without conditions. As of July 1, 2015, the University will be governed by its own Board of Trustees, and is considered a public body, but is "not a state agency, board, commission or institution for purposes of state statutes or constitutional provisions."

As its name indicates, the Higher Education Coordinating Commission, established by statute in 2013, serves a coordinating function relative to significant changes to the academic programs of the community colleges and public universities, the operating and capital budgets that are funded

by the State of Oregon, mission approval, and strategies for achieving state post-secondary educational goals. The Oregon Tech Board of Trustees will approve the University's mission, programs, budgets, and strategies, and then forward them to the Higher Education Coordinating Commission for review and approval in relation to the other seven publicly-assisted universities.

Organization

The president of the University is the "executive and governing officer of the university," the "president of the faculty," and, subject to the Board's supervision, has the authority to "direct the affairs" of the University. The faculty of the University consists of the "president and professors." In American higher education, there is a tradition of shared academic governance between and among the governing board, president and faculty, although ultimate authority resides with the governing board.

In addition to the President, there are currently seven executives of the University: Vice President for Academic Affairs and Provost, Vice President for Finance and Administration, Vice President for Student Affairs and Dean of Students, the Vice President for Research and Associate Provost for the Wilsonville Campus, the Associate Vice President for Strategic Partnerships and Government Relations, Associate Vice President for Public Affairs, and the Board Secretary.

There are two colleges, each headed by a dean: College of Health, Arts and Sciences, and College of Engineering, Technology and Management.

Director-level positions include Registrar, and Directors of Academic Agreements, Admissions, Business Affairs, Campus Life, Financial Aid, Housing and Residence Life, Integrated Student Health Center, Library, Online Learning, Student Success Center.

[President's Office Organizational Chart](#)

[Provost Office Organizational Chart](#)

[VP Finance and Administration Organizational Chart](#)

[VP Student Affairs Departmental List](#)

SCOPE OF WORK

Oregon Institute of Technology (Oregon Tech) is seeking proposals to select one or more legal firms to act as legal counsel for Oregon Tech and its Board of Trustees.

The selected firm(s) will:

- Provide legal services to the Oregon Tech Board of Trustees, its officers, directors, and designees. These services will include litigation and non-litigation legal services.
- From the effective date of any resulting contract until June 30, 2015, the selected firms will be subject to the oversight of the Oregon University System General Counsel. The firms will be required to:
 - Submit a very brief monthly summary of activities for Oregon Tech.

- Obtain prior review of any written advice on major topics, ORS Chapter 351 and 352, and the Board’s administrative rules
- Provide legal services on a “time-and-charges” basis, not on a retainer basis.

The Oregon Tech President will be the main point of contact for engagement of legal services. Based on the subject of the legal matter, the President may designate a member of the executive staff as the point of contact for the matter.

As a public university, Oregon Tech has a very broad range of legal matters that require legal consultation or litigation services. Such matters include:

- Labor/employment
- Transactions/contracts
- Construction contracts and construction defect claims
- Higher education policies
- Boards of Directors, public bodies and public officials
- Intellectual property
- Real estate
- Renewable energy development projects; Geothermal and solar energy specifically
- Higher education compliance (FERPA, HIPAA, Clery Act, SaVE Act, Higher Education Opportunity Act, Americans with Disabilities Act, Title IX)
- Student conduct and contested case adjudication

Minimum Qualifications:

Firms must have the following minimum qualifications to submit a proposal:

- Minimum of ten years of experience providing legal services on behalf of a public entity;
- Substantive experience providing legal services on behalf of a higher education client for the above legal matters; and
- Demonstrated partner-level expertise in the legal matters listed above.

Section II – Information Required from Proposers

PROPOSAL FORM AND CONTENT

Proposals that do not contain all the information requested in this and other sections may be rejected as non-responsive.

Submission Format

1. The Proposal should be written on standard size (8½" x 11") paper, using generally accessible word processing and document formats conducive to cut-and-paste transfer of information to contracts or other summary documents. MSOffice Suite and Adobe Acrobat documents are preferred.
2. Proposers should structure responses as outlined in this RFP. Proposals should be prepared so that responses are specifically addressed in the same order as the requested information identified below and on the Questionnaire. Pages should be numbered consecutively and tabs inserted between sections.

REQUIRED PROPOSAL CONTENT

1. You must complete the **Bidder/Proposer Tax Laws and Non-discrimination Certification** sheet, signed by an authorized company official.
2. The Proposal must also include the following:
 - a. **Title Page or Cover Letter.** The title page or cover letter should indicate the date, subject, name of the Proposer, address, telephone number, e-mail address, name and title of the Proposer's contact person as well as a signature of an authorized official with the authority to negotiate and contractually bind the Proposer.
 - b. **Questionnaire.** Complete and specific answers to the Questionnaire for Proposers. Please respond by restating each question and thereafter providing your answer in order beginning with question 1.
3. **Special Note: Proposals, inclusive of all documents and certifications, may not exceed 20 pages (10 double sided pages).**
4. **Summary Statement.** The Proposer may, but is not required to, provide a summary statement as to its qualifications, as well as briefly describe (no more than 500 words) any special considerations the Oregon Tech should consider.

EVALUATION CRITERIA

Proposals will be evaluated for completeness and compliance with this RFP. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the Proposal is unclear, Proposers may be asked to provide written clarification. **Proposals that do not specifically address the scope of work or do not include the complete Proposal Content may be rejected.**

Proposals will be evaluated based on the following criteria and questions outlined in the Questionnaire for Proposers:

| | |
|---------------------------------|-----------|
| 1. Executive Proposal/Summary | 15 points |
| 2. Firm Information, Experience | 25 points |
| 3. Scope of Work | 35 points |
| 4. Value Added | 5 points |
| 5. Fees | 10 points |
| 6. Quality of Proposal | 5 points |
| 7. References Review | 5 points |

Total possible: 100 points

SELECTION POOL

Oregon Tech shall select a firm or multiple firms to provide the broad array of legal services, including, but not limited to those subject matters described in the Scope of Work. If Oregon Tech determines that it is in its interest to establish a pool of retained firms, the number of firms selected shall be determined by Oregon Tech in its sole discretion.

Section III – Questionnaire for Proposers

Please submit your responses in order beginning with question #1 by restating the question, then providing your answer. Use additional sheets as necessary. Be specific with names and numbers.

Special Note: Proposals, inclusive of all documents and certifications, may not exceed 20 pages (10 double sided pages).

1. Executive Proposal/Summary

- 1.1 Please provide an executive summary of your Firm, highlighting your specific strengths, and how those strengths transfer into value for a public university.
- 1.2 Provide the name and credentials of the firm partner that will be Oregon Tech's primary legal contact, and will have primary supervisory responsibility for the legal services performed; shall have discretion to use additional professionals of Firm to provide needed support; shall be available and designated as the contact person with Oregon Tech during the term of this Agreement, and shall arrange for work to be handled efficiently and productively considering cost and expertise. Explain how the primary legal contact and partner will be available to Oregon Tech on regular and consistent basis.

2. Firm Information

In order to provide a profile for your firm, please provide a brief history and the organizational structure of your firm. Please also include information on the following topics:

- 2.1 Your Firm's mission, vision, values and business ethics.
- 2.2 The credentials of the individuals who will be assigned to provide legal services.
- 2.3 Your firm's experience working with public clients with particular emphasis on public higher education entities.
- 2.4 How your firm measures success in the legal arena.
- 2.5 Conflict of Interest. Please list all of your firm's current clients. Describe how your firm identifies potential or defined conflicts of interest. How does your firm mitigate any potential harm to the clients involved?
- 2.6 Diversity. Describe your firms' efforts and successes in recruiting women and minority employees.
- 2.7 **Additional Information:** Describe any other information not previously mentioned that the firm believes should be given consideration.

3. Scope of Work

Please detail your firm's capabilities in each of the following areas of legal expertise. Describe each area of expertise separately. Oregon Tech may select firms to provide legal services in only one or more area of expertise. Include at least one specific example in each category of work you have done for a client that illustrates your proficiency. Names or other identifying information about the client(s) may be excluded for reasons of confidentiality.

- Labor/employment
- Transactions/contracts
- Construction contracts and construction defect claims
- Higher education policies
- Boards of Directors, public bodies and public officials
- Intellectual property
- Real estate
- Renewable energy development; Geothermal and solar energy specifically
- Higher education compliance (FERPA, HIPAA, Clery Act, SaVE Act, Higher Education Opportunity Act, Americans with Disabilities Act, Title IX)

4. Value Added

Please use this section to propose additional goods and/or services available that are not specifically outlined in this RFP.

5. Fees

Please provide your pricing structure for partners, associates, and other services. Indicate if your fees will vary based on the legal issue, season, or other variables. Your proposal must specify that, aside from the fees and expenses you propose, no other costs will accrue to the University for the proposed services. The fees shall be locked during the initial period of the resulting contract (through June 30, 2016).

Please describe any proposed alternative fee arrangements.

6. References Review

Provide three references from clients your firm has served in the past three years, including one client that has newly engaged the firm in the past 36 months and one long-term client. Provide the name, address, and phone number of the references.

Section IV – Contract Terms and Required Documents

**Legal Services Retainer
RFP #2014-03**

Notice of Interest

Name of Consultant/Firm: _____

Check One:

_____ Yes, this firm will submit a proposal in response to this RFP. Please forward any addenda to the RFP to my attention.

_____ No, this firm does not anticipate submitting a proposal in response to this request.

Comments:

Signature: _____ Date: _____

Print Name: _____

Title: _____ Phone: _____

Address: _____

Email address for contact: _____

Please return this form no later than November 11, 2014 to Purchasing@oit.edu.

**BIDDER/PROPOSER
TAX LAWS AND NON-DISCRIMINATION CERTIFICATION
RFP #2014-03**

I, the undersigned, have read all of the terms and conditions of this Request for Proposals, and I understand that if awarded the contract, I and the firm represented herein shall be bound by its terms and conditions and representations made in this response. I certify that Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

Certified Minority, Women, and Emerging Small Business

For statistical purposes only, please indicate if your firm is an Oregon certified minority, women, or emerging small business: **DBE** **MBE** **WBE** **ESB**

Certificate of Compliance with Tax Laws

I, the undersigned, (Check one)

___ hereby certify under penalty of perjury that I am not in violation of any Oregon Tax laws,

___ hereby certify under penalty of perjury that I am authorized to act on behalf of Contractor and to the best of my knowledge; Contractor is not in violation of any Oregon tax laws.

For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620

Business Designation (check one): ___ Corporation ___ Partnership ___ Sole Proprietorship

___ Governmental/Non-Profit ___ Limited Partnership ___ Limited Liability Partnership

___ Limited Liability Company

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Exhibit A
Oregon Institute of Technology
Agreement for Legal Services

This Agreement for Legal Services (“Agreement”) is entered into between the State of Oregon acting by and through the State Board of Higher Education on behalf of the Oregon Institute of Technology (“Oregon Tech”) and **NAME** (“Firm”) in consideration of the mutual covenants and conditions stated below.

1.0 Purpose, Scope, Duration

1.1 Oregon Tech hires Firm to act as an attorney for Oregon Tech for the provision of litigation and non-litigation legal services. Oregon Tech expressly engages Firm on a “time-and-charges” basis, not on a retainer basis.

1.2 Firm shall not begin to perform legal services with respect to any matter without consultation with and authorization from Oregon Tech.

1.3 This Agreement shall be effective upon the date of last signature, and continue until terminated.

1.4 It is understood that Oregon Tech, and not Firm, shall handle all communications with the public or media on Oregon Tech matters.

2.0 Relationship between Firm and Oregon Tech

2.1 The relationship of Firm to Oregon Tech arising out of this Agreement shall be that of attorney and client. Firm shall assist the Oregon Tech in the provision of legal services, including consultation with the officers of Oregon Tech as necessary.

2.2 Oregon Tech staff shall assist Firm in locating, developing and providing any documentation necessary to support the legal services provided by Firm.

2.3 From the effective date of this Contract until June 30, 2015, Firm shall keep the Oregon University System General Counsel (“OUS General Counsel”) or designee currently and fully apprised on all matters it is handling for Oregon Tech, and shall in any event provide OUS General Counsel or designee with:

2.3.1 Status reports as requested;

2.3.2 The necessary information and opportunity for OUS General Counsel or designee to make the decisions regarding legal tactics and strategy;

2.3.3 Copies of all correspondence, legal memoranda, court documents and briefs, all in time for thorough review and discussion before any applicable filing deadline;

2.3.4 Final drafts of all work products.

Through June 30, 2015, all activities and communications between and among Firm, Oregon Tech and OUS General Counsel concerning delegated legal services for Oregon Tech are a function of a single attorney-client relationship between Firm and OUS. Beginning July 1, 2015, Oregon Tech shall be separate legal entity and the attorney-client relationship from that date forward shall be solely between Firm and Oregon Tech.

2.4 OUS General Counsel shall be consulted prior to direct communication with other OUS personnel unless prior explicit consent by OUS General Counsel or designee has been given.

3.0 Personnel and Staffing

3.1 Firm agrees that **NAME**, a partner of Firm, shall have primary supervisory responsibility for the legal services performed hereunder, shall have discretion to use additional professionals of Firm to provide needed support, shall be available and designated as the contact person with Oregon Tech or designee during the term of this Agreement, and shall arrange for work to be handled efficiently and productively considering cost and expertise.

3.2 Where additional staff is needed to substitute or fill in due to Firm's staffing problems, Oregon Tech will not be billed for the start-up cost of educating them in the case. Firm will minimize costs by relying on junior attorneys or legal assistants for less demanding tasks, and upon partners where their skill and experience will result in more effective, economical efforts.

3.3 Where staff from outside the Firm is needed in the best judgment of the supervisory partner, prior approval of Oregon Tech or designee must be obtained before such additional staff is retained. Oregon Tech will not be responsible for the fees and costs of such additional staff if prior approval has not been given.

4.0 Billing and Compensation

4.1 Firm shall submit for Oregon Tech's approval bills for legal services rendered and expenses incurred. Such bills shall contain a daily log with the name of each partner, associate, or legal assistant who worked on the matter, the hourly rate of each, the number of hours worked by each, a reference to the matter worked on, a brief description of the work done, and any expenses, all in sufficient detail to provide meaningful explanation. In addition, such bills shall be clearly marked "attorney-client communication, privileged and confidential," and shall include a summary cover sheet listing only the monthly amount to be paid for legal services rendered.

4.2 Subject to audits, Oregon Tech shall pay Firm as compensation for the legal services described above, fees and disbursements for out-of-pocket expenses as described in this Agreement. This amount shall be paid at the hourly billing rates set forth in Attachment A, which is incorporated into this Agreement. The hourly rates listed in Attachment A will remain in effect until at least . These rates may be adjusted by Firm thereafter with 30 days advance

written notice to the Oregon Tech Representative.

4.3 Firm shall be reimbursed for all out-of-pocket expenses reasonably incurred while rendering the legal services described in this Agreement, including long distance telephone, delivery, photocopying, filing fees, and charges for transcripts. Charges for transportation, meals, and lodging are expected to be reasonable and may not exceed the Oregon Tech Contractor Travel Reimbursement Policy. Firm shall not incur travel expenses without first obtaining the approval of the Oregon Tech Representative or designee. No overtime or special staff or clerical services costs shall be billed to Oregon Tech unless it is otherwise agreed prior to the rendering of those services.

4.4 Unless approved by Oregon Tech Representative or designee in advance, time spent by more than one Firm attorney to attend meetings, witness interviews, depositions, hearings, etc. will not be paid by Oregon Tech. Oregon Tech specifically requests Firm to minimize occasions where more than one attorney is involved in a telephone conference.

4.5 The amount payable by Oregon Tech to Firm under this Agreement shall not exceed \$.

5.0 Termination

Except as otherwise provided, this Agreement may be terminated at any time upon receipt of written notice given by either party. In the event of such termination, Oregon Tech shall pay Firm for legal services provided by it up to the time of such termination, along with such disbursements as are necessarily incurred, upon submission of proper vouchers therefore.

6.0 Attorney-Client Privilege

The parties will use their best efforts to protect the attorney-client privilege, the attorney work product privilege and any other privileges available to the full extent allowed by law.

7.0 Governing Law

This Agreement shall be governed by and construed under the laws of the State of Oregon.

8.0 Non Waiver

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

9.0 Entire Agreement; Modification

This Agreement and its attachments constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in a writing signed by both parties.

10.0 Assignment

This Agreement may not be assigned by either party.

11.0 Notice

Any notice to either party hereunder must be in writing signed by the party giving it and delivered postage prepaid by U.S. Postal Service or Canada Post first class, certified, or express mail, or other overnight delivery service, or hand delivered, as follows:

To Oregon Tech: Office of the President
 Oregon Institute of Technology
 3201 Campus Drive
 Klamath Falls, OR 97601

And To:

Purchasing and Contract Services
Oregon Institute of Technology
27500 SW Parkway Ave.
Wilsonville, OR 97070

To Firm: **NAME**
 FIRM
 ADDRESS
 CITY STATE
 ZIP

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

12.0 Professional Liability Insurance

If required, the Firm shall maintain professional liability insurance in an amount not less than \$3.0 million. If such insurance is on a “claims made” basis, Firm shall be required to maintain “tail” coverage at the completion of this Agreement for a duration of 24 months.

13.0 Non-Appropriation

Oregon Tech represents to the Firm that it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within its biennial appropriation or limitation. Oregon Tech’ payment of amounts under this Agreement attributable to services performed after the last day of the current biennium is contingent upon the University receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Oregon Tech, in the exercise of its reasonable administrative discretion, to

continue to make payments under this Agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations or other expenditure authority to Oregon Tech, Oregon Tech may terminate this Agreement without penalty or liability to the State.

14.0 Tax Compliance

The undersigned certifies under penalty of perjury, that: the undersigned is authorized to act on behalf of the Firm, and that the Firm is, to the best of the Firm’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 401.792 to 401.816 (Tax Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any other local taxes administered by the Department of Revenue under ORS 305.620.

15.0 Counterparts/Facsimile Signatures

This Agreement may be executed in counterparts and each counterpart shall be deemed an original, together constituting one agreement. This Agreement may be executed and delivered by facsimile and upon delivery the facsimile signature shall have the same effect as if the original signature had been delivered to the other parties. Failure to deliver the original signature copy and/or the non-receipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement by and through their duly authorized representatives as set forth below.

Oregon Tech

Firm

BY: _____
George Marlton Date
Exec. Dir. Procurement, Contracts & Risk

BY: _____
NAME Date

Attachment A

Billing Rates of Professional Personnel of Firm

TRAVEL AND OTHER EXPENSES

Travel expenses are reimbursable in accordance with the Oregon Tech Contractor Travel Reimbursement Policy, attached in Exhibit D, hereby incorporated by reference. Travel and expense reimbursement is not in addition to the not to exceed amount.

**EXHIBIT B
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by Oregon Tech of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by Oregon Tech Not required by Oregon Tech.

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

3. Required by Oregon Tech Not required by Oregon Tech.

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the State of Oregon, Oregon Tech and divisions, officers, and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Contract.

4. Required by Oregon Tech Not required by Oregon Tech.

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$500,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. Certificates of Insurance. As evidence of the General Liability and Automobile Liability insurance coverage required by this Contract, the Contractor shall furnish an endorsement from the insurance company naming the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Oregon Tech, its officers and employees as additional insureds with respect to the work of this Contract. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to Oregon Tech at the following address: Purchasing and Contract Services, 3201 Campus Drive, Klamath Falls, OR 97601.

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent and meets the following standards:

1. Registered under ORS Chapter 701 to provide services for which such registration is required.
2. Filed all federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for services performed as an independent contractor in the previous year.
3. Furnish the tools or equipment necessary for the contracted labor or services.
4. Authority to hire and fire employees who perform the labor or services.
5. Represent to the public that the services are to be provided by independently established business as four (4) or more of the following circumstances exist. **Check four or more of the following:**
 - A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
 - B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership;
 - C. Telephone listing is used for the business that is separate form the personal residence listing.
 - D. Services are performed only pursuant to written contracts.
 - E. Services are performed for two or more different persons within a period of one year.
 - F. I assume financial responsible for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the services to be provided.

Contractor Signature _____ Date _____



EXHIBIT D
Oregon Tech Contractor Travel Reimbursement Policy
Rates Effective January 1, 2014

| Category | Rate Summary | Policy |
|--|---|--|
| Instate Travel: Meal per diem \$52 B = \$13.00 L = \$13.00 D = \$26.00 | All Oregon Cities Meals \$52.00 Lodging* \$118.00 *Actual, up to rate | <ul style="list-style-type: none"> • The per diem equals the federal rate using the <i>IRS's High-Low Substantiation Method</i>. All Oregon cities are currently Low Cost Cities. • No receipts are required for meals and incidental expenses (these are reimbursed on a per diem basis). • If meals are provided at the meeting or event, no meal per diem is allowed. • No meal per diem is allowed on one day trips. • Lodging tax is reimbursed as a miscellaneous expense. |
| Out-of-State, and Continental US Travel: High meal per diem \$65 B = \$16.25 L = \$16.25 D = \$32.50 Low meal per diem \$52 B = \$13.00 L = \$13.00 D = \$26.00 | High: See list of High Cost Cities Meals \$65.00 Lodging* \$186.00 *Actual up to rate Low: All other cities, Continental US Meals \$52.00 Lodging * \$118.00 *Actual, up to rate | <ul style="list-style-type: none"> • The per diem equals the federal rate using the <i>IRS's High-Low Substantiation Method</i> (see http://www.ous.edu/cont-div/fasom/sec11/sec1104.php for listing of High Cost Localities). • No receipts are required for meals and incidental expenses (these are reimbursed on a per diem basis). • If meals are provided at the meeting or event, no meal per diem is allowed. • No meal per diem is allowed on one day trips. • Lodging tax is reimbursed as a miscellaneous expense. |
| Non-Continental US and Overseas Non-Foreign Areas (Alaska, Hawaii, Guam, etc.) | Contractor travel to these locations is minimal and the federal tables are complicated. Call for per diem rates. | <ul style="list-style-type: none"> • Contact Oregon Tech Office Business Affairs at 541-885-0567 for current per diem rates for these locations. • If meals are provided at the meeting or event, no meal per diem is allowed. • Lodging tax is reimbursed as a miscellaneous expense for Alaska, Hawaii, Puerto Rico, and US possessions. Lodging tax is included in the per diem for foreign travel. • No receipts are required for meals and incidental expenses. |
| Mileage for Private Vehicle: | \$0.560 per mile. | <ul style="list-style-type: none"> • Mileage can be calculated one of 3 ways: <ul style="list-style-type: none"> ○ Mileage Chart (see Excel file) ○ Actual mileage (from the odometer) ○ Mapping software (e.g., mapquest.com) • Mileage cannot be claimed in addition to fees for rented vehicles and fuel expenses for a rented vehicle. • Mileage not reimbursable unless one way trip exceeds 25 miles from origin to destination. |

| | | | | |
|--|---------------------------------------|--------------------------|------------------------------|--------------------------|
| Pro-ration of meals for partial days involving an overnight stay: Meal per diems for initial day of travel and final day of travel will be based on the following schedule based on departure and arrival times: | INITIAL Day of Travel – Leave: | Prior to 7:00 am | 7:00 am to 12:59 pm | 1:00 pm and after |
| | Meal Allowance | Breakfast, Lunch, Dinner | Lunch, Dinner | Dinner |
| | | | | |
| | FINAL Day of Travel – Return: | Prior to Noon | 12:00 noon to 5:59 pm | 6:00 pm and after |
| | Meal Allowance | Breakfast | Breakfast, Lunch | Breakfast, Lunch, Dinner |
| Rented Vehicles: Vehicle rental reimbursements will only be for compact and economy cars and their equivalent green class. Liability insurance issued through the vehicle rental company may be reimbursed. Other classes of vehicles may be rented for circumstances that are approved in advance by the contract representative for reasons that include space requirements or inclement weather conditions. Receipts are required. | | | | |
| Airfare: Only economy rate airfare, plus mandatory taxes and fees, will be reimbursed. Receipts are required. | | | | |
| Ground Transportation: Taxicab, train (coach or business class only), and airport shuttle fees will be reimbursed. Receipts are required if over \$75 per item. | | | | |
| Incidental Expenses: Incidental expenses are combined with the meal per diem rate and will not be separately reimbursed. Incidental expenses include, but are not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and gratuities for services, such as for waiters, taxi drivers, and baggage handlers. | | | | |
| Miscellaneous Expenses: The miscellaneous expenses that can be reimbursed include: fuel expenses for a rented vehicle, parking, tolls, lodging taxes, and checked baggage for up to 2 standard-weight bags. Other miscellaneous expenses can be reimbursed only if approved in advance by the contract representative. All miscellaneous expenses must be itemized. Receipts are required if over \$25 per item. | | | | |
| Hosting Expenses: If the scope of work in your contract authorizes reimbursement for hosting expenses, all expenses must be authorized prior to incurring costs. Contact the contract representative for allowable expenses. | | | | |
| <i>Travel reimbursement rates may periodically change. Contractor shall be responsible for ensuring that travel reimbursement requests are in accordance with the rates in effect at the time the expense was incurred. The current travel reimbursement rates may be found at http://www.ous.edu/cont-div/cobpp/28.05_contractortravel.php.</i> | | | | |
| <i>Oregon Tech prefers that requests for travel reimbursement be made by completing the Contractor’s Travel Reimbursement Request.</i> | | | | |